

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JOHN DESTEFANO, JR.
Mayor



Michael V. Fumiatti
Purchasing Agent

REQUEST FOR PROPOSALS

The City of New Haven is accepting Proposals for the following:

**LEGAL SERVICES TO RECOVER EXCESSIVE PAYMENTS OF
PHARMACEUTICALS-#28-09-612**

Proposals must be submitted in the form and manner specified in the request. Forms and specifications may be obtained from Bureau of Purchases, 200 Orange Street, Room 301, New Haven, CT 06519. One (1) **"clearly marked" Original and five(5) copies of your submittal are required, if not submitting on-line** -line.. Proposals will be accepted at:

THE BUREAU OF PURCHASES
200 ORANGE STREET, ROOM 301
NEW HAVEN, CT 06510

RFP's will be accepted until 11:00 AM EST on Tuesday, October 21, 2008

Submitted by:

Company Name

Street Address

City, State & Zip Code

Contact

()

Telephone #

()

Fax #

REQUEST FOR PROPOSALS

INSTRUCTIONS TO RESPONDENTS

RFP Documents – The RFP documents include the following:

- A. Announcement / cover
- B. Instruction to Respondents
- C. Non-Collusion Affidavit
- D. Disclosure & Certification Form
- E. Commission on Equal Opportunities Current Work Force Form
- F. Equal Opportunity Statement
- G. “No Response Form” - Submit “Only” if you are not responding

Items C, D, E, & F will be required with each response, unless otherwise specified on the form. Non-responders, which fail to submit item G, the “No Response Form” may be removed from our list.

1. **RFP Submission** - All RFPs shall be sealed and identified on the outside by your firm’s name and the RFP title, and submitted to the office of the Bureau of Purchases, 200 Orange Street, New Haven, CT 06510, by the time and date shown on “Cover”. A “clearly marked” Original and copies of your submittals are required, if submitting hardcopy. The City of New Haven can accept, as sole documentation, on-line submission for solicitations. If you respond on-line, you must also provide your response in the manner described in this section.
2. **Interpretation of Addenda** – Requests for interpretation of the RFP documents shall be made in writing. Such interpretations will be in the form of an addendum to the RFP documents and will be on file in the Office of the Purchasing Agent at least seven business (7) days before the day of the RFP opening. In addition, the addendum will be posted on the City of New Haven web-site not less than (5) calendar days prior to the opening date unless it is to extend the opening date which can happen right up until the opening. Each respondent shall be bound by such addenda whether or not received by the respondent.
3. **RFP Withdrawal** – RFPs may be withdrawn by written request prior to RFP opening or after 60 days subsequent to RFP opening if no award has been made.
4. The City of New Haven cannot guarantee that equipment involved in this technology will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that submittals are received at the designated location complete and on time. The City of New Haven is not responsible for the confidentiality of information transmitted over the Internet.
5. Downloading Commodity/Service Bids, RFP/RFQs, Quotes or Construction Bid Documents does not obligate the city to send you future notification of addendum updates. You will need to check the web-site periodically, however no addendum will be issued later than 5 business days prior to the solicitation due Date. The only exception would be in the event of an extension, which can occur up to 24 hours prior, to the opening date. Our Website www.cityofnewhaven.com/purchasingbureau
6. **Questions, Inquiries, and/or requests for clarifications regarding this RFP should be directed to:**
Procurement Specialist
200 Orange Street Room 301
New Haven, CT 06510
Tel: (203) 946-8201
Fax: (203) 946-8206
E-mail purchasing@newhavenct.net
All questions should be received 7 business days prior to the opening date. Questions received after the deadline may not be answered.

7. **Assignment of Contract** – The contractor may NOT assign all or part of the contract to another after receiving written permission from the City Purchasing agent. Such assignment shall NOT release the contractor from any part of the responsibility or liability assumed under the contract.

8. **Equal Employment Opportunity** – The City will terminate any contract without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11374, Connecticut Fair Employment Practice Act, and Chapter 12 ½ of the code of Ordinances of the City of New Haven, incorporated herein by reference. The City reserves the right to incorporate into the contract any additional provisions relating to Equal Employment, including an Affirmative Action Agreement

9. **Implied Requirements** – It is the contractor’s responsibility to notify the City of New Haven, Bureau of Purchases within a minimum of 7 days of the opening date of any services or supplies not specifically mentioned in this specification but are necessary to provide the functional capabilities of the contract.

10. **Insurance** – If the contract resulting from this RFP requires the contractor to enter upon City property, the contractor will supply insurance as specified elsewhere in these documents, at the discretion of the Purchasing Agent. In addition, the contractor and all subcontractors shall carry workers’ compensation insurance or self-insurance as required by the Purchasing Agent and shall certify that they are not in arrears to the State of Connecticut Second Injury Fund.
 - a. The Contractor shall carry or require that there be carried Worker’s Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State Worker’s Compensation Laws.

 - b. The Contractor shall carry or require that there be carried Manufacturer’s and Contractors’ Public Liability Insurance with limits of **\$1,000,000 / \$2,000,000** to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one, person because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, etc., in the construction of the improvements embraced in this Contract.

 - c. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount of not less than **\$1,000,000 (1 Million)** to protect him and his subcontractors from claims for property damage which might arise from operations under the contract.

 - d. The Contractor shall carry, and require that his subcontractors carry, Automotive Insurance, covering all motor vehicles used on the work with limits of **\$1,000,000** personal injury liability, and \$50,000 property damage liability, to protect against claims which might arise from the operations of this contract.

 - e. The successful bidder shall provide certificates of insurance showing coverage by an insurance carrier authorized by the State of Connecticut to write insurance in the state. The certificates shall show the City of New Haven as an additional named insured. Said Certificate should contain the following endorsements.
 1. The Contractor agrees to hold harmless and indemnify the City arising out of negligence, gross negligence and/or willful acts of the Contractor or any of its sub-contractors in the performance of its services under this agreement.

 2. Endorsement of the work description, contract name, number and location;

 3. An endorsement that the insurance company will give at least thirty (30) days written notice to the City prior to any modification or cancellation of any such insurance coverage; and

4. An endorsement that the Contractor will be responsible for the payment of all-insurance premiums and/or charges.

f. At the discretion of the City, the Contractor may be asked to submit copies of his Worker's Compensation and Manufacturer's and Contractor's Public Liability, Property Damage, Automobile, Fire and Extended Coverage, if applicable, insurance policies to the City of New Haven for review and approval. The City of New Haven may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall submit an insurance certificate in addition to a copy of each policy. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. All such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City of New Haven and shall be kept in force until the Contractor's work is accepted by the City of New Haven. Contracts of insurance, covering all operations under this contract, which expire before the Contractor's work is accepted by the City of New Haven shall be renewed and submitted to the City of New Haven for its approval.

11. **Execution of Agreement** – Failure of the successful respondent to deliver to the City a properly signed and witnessed Agreement with all required bonds and insurance policies, within ten (10) days after receipt of written Notice of award, or within such extended period as the Purchasing Agent may grant, shall constitute a default, to the City, which may either award the contract to the next lowest respondent, or re-advertise for RFPs.
12. **Commencement of Work** – The City will not be responsible for payment of any work performed or materials supplied by the successful respondent before the Contractor receives a fully executed agreement unless an emergency situation has been declared by a City employee duly empowered to do so, and the vendor receives written authorization from this individual to proceed. Note: Responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.
13. **Contract Term:** - your pricing must remain in affect for one fiscal year or otherwise indicated in the specification. The City reserves the right at its sole discretion to exercise an additional one year option.
14. **Availability of Funds** – All contracts are bid with the intention of awarding a contract as a result of the Bid. Any and all awards and actual contract execution by the City Of New Haven is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract the City reserves the right to cancel the bid.
15. **Local Preference** - All else being equal, preference for New Haven based businesses, pursuant to Section 2-153 of the New Haven Code of Ordinances, will be given. This will be determined on a case by case basis dependent upon the source of funds targeted to pay for this service.
16. **City Right & Reservations** - The City of New Haven reserves the right to alter or revoke this RFP at any time. The City further reserves the right to reject any or all responses, to waive any informalities in the responses received and to accept only those responses deemed by the City to be in the best interests of the City. Any mention in these documents of the term "Proposal" refers to the Response; and any mention of the term "provider" refers to the Respondent.

REQUEST FOR PROPOSALS

Brief Overview of Project:

The City of New Haven seeks to engage the services of qualified attorneys and law firms to pursue litigation for the City of New Haven to recover payments in excess of \$400,000 made for allegedly defective/ineffective pharmaceuticals Vytarin and Zetia manufactured by Merck/Schering-Plough that it purchased under its health plan for city employees.

For additional information, contact: John R. Ward, Corporation Counsel, City of New Haven, 165 Church Street, New Haven, CT 06510, 203-946-7951.

Purpose:

The chosen counsel shall provide legal services, on a contingency basis, to the City of New Haven as follows:

1. Evaluate potential claims.
2. Draft and file all necessary documentation in order to commence litigation for a potential recovery claim.
3. Counsel may appoint co-counsel at no additional cost to the City, but only after the City's approval.
4. Provide services and bill in compliance with the City of New Haven established Billing Guidelines and Procedures.

RFP Review Criteria:

1. Ability to satisfy all requirements for successful disposition of litigation.
2. Cost to the City, including fees and reimbursable expenses.
3. Experience in plaintiff's litigation in large scale actions regarding defective or ineffective pharmaceuticals.
4. References (current and/or former clients).
5. Other municipalities represented.
6. Amount of Contingency percentage due counsel at the conclusion of successful litigation, or settlement. In the event of a structured settlement, provide the payment schedule of the contingency fee.

RFP Due Date:

All Sealed RFP's must be received at the Bureau of Purchases located at 200 Orange Street, 3rd Floor, New Haven, Connecticut 06510 by the date and time designated on the RFP cover.

All questions regarding the bidding process must be directed at the Bureau of Purchases located at 200 Orange Street, 3rd Floor, New Haven, Connecticut 06510.

All questions regarding the content or detail of services must be directed to John R. Ward, Corporation Counsel, City of New Haven, 165 Church Street, New Haven, CT 06510, 203-946-7951.

RFP Addenda:

Any modifications, clarifications, or additions to the RFP will be distributed as written addenda, from the Bureau of Purchases.

INSURANCE REQUIREMENTS:

Professional Liability Insurance: \$1 million

Indemnification & Hold Harmless:

The selected counsel will be required to indemnify, defend and save harmless the City and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the Contractor's negligence in the performance of services as set forth in the agreement.

Agreement Term:

The Term of the agreement as a result of this RFP will be for one fiscal year, or part thereof, until the earlier of:

1. Litigation has been concluded and/or the claims brought on behalf of the City have been resolved by settlement, mediation or otherwise; or
2. Unless renewed by the City, the close of June 30, 2009 and, if renewed, thereafter the close of each fiscal year during which the litigation is pending.

Preparation Costs:

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the proposer.

Implied Requirements:

All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the vendor shall be included in the proposal.

Vendor Supplied Materials:

Any material submitted by the vendor shall become the property of the City of New Haven unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.

Submission:

Proposals are to be submitted in accordance with the instructions provided by the Bureau of Purchases. See RFP cover the number of original and copies required for submission.

Subcontracting:

Subcontracting requires the approval of the Leadership Committee of the New Haven Board of Aldermen.

The City's Option:

The City of New Haven reserves the right to reject any or all proposals, to waive any informality in the proposals received, and to accept the proposal deemed in the best interest of the City. The City also reserves the right to negotiate with counsels after all proposals have been reviewed.

In addition, in accordance with Section 2-162 of the New Haven Code of Ordinance, the Leadership Committee of the New Haven Board of Aldermen must approve counsel, after selection of their proposal.



CITY OF NEW HAVEN
BUREAU OF PURCHASES



JOHN DeSTEFANO, JR.
Mayor

Michael V. Fumiatti
Purchasing Agent

200 ORANGE STREET
NEW HAVEN, CONNECTICUT 06510

Tel. (203) 946-8201
Fax (203) 946-8206

Addendum Acknowledgement (if applicable)

Respondents should check website to confirm addendum.

www.cityofnewhaven.com/purchasing If you do not have Internet access, you must contact the Bureau of Purchases.

The Respondent hereby acknowledges receipt of the following Addenda
Include signed copies of addenda with your bid submittal:

Addendum Number	Date received	Signature

Statement of Proposals:

Each proposal shall include a statement of Proposals in the form provided in this RFP upon stationary of the proposing firm. The statement shall bear the signature and title of an authorized representative of the proposer and shall be notarized.

(To be typed upon proposer's stationary and submitted with the proposal)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. The proposer may submit any additional information he/she desires.

1. Name of Proposer
2. Permanent main office address
3. When organized
4. Legal form of ownership. If a corporation, where incorporated.
5. How many years have you been engaged in serves you provide under your present name?
6. Experience in work similar in scope of services and in importance to this proposal.
7. List not less than three (3) client references for whom services similar to this Request for Proposals are currently or previously been provided, include for each client:
 - Name of Organization
 - Gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. Describe any pending litigation or other factors, which could affect your organization's ability to perform this agreement.
11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the City of New Haven.
12. Name, title, address and telephone number of the individual to whom all inquiries about this proposal should be addressed.
13. The undersigned hereby authorizes and requests any persons, firm or corporation to furnish any information requested by the City of New Haven in verification of the recitals comprising this Statement of Proposals.

Date

Name of Respondent

By

Title

State of _____

County of _____ s.s.:

Sworn to be before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JOHN DeSTEFANO, JR.
Mayor



Michael V. Fumiatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	
VENDOR ADDRESS	
TELEPHONE/FAX	
E-MAIL ADDRESS	
RFP/RFQ TITLE	
RFP/RFQ TITLE	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of _____)

SS.

County of _____)

_____, being first duly sworn, deposes and says that:

1. I am (*circle one*) [owner, partner, officer, representative, agent or _____] of _____, the Contractor that has submitted the Attached agreement.
(Contractor's name)
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ **NEITHER THE CONTRACTOR NOR ANY OWNER, PARTNER, OFFICER, REPRESENTATIVE, AGENT OR AFFILIATE OF THE CONTRACTOR ARE REQUIRED TO FILE A LIST OF TAXABLE PERSONAL PROPERTY WITH THE CITY OF NEW HAVEN FOR THE MOST RECENT GRAND LIST, AS REQUIRED BY CONN. GEN. STAT. §12-42.**

_____ **NEITHER THE CONTRACTOR NOR ANY OWNER, PARTNER, OFFICER, REPRESENTATIVE, AGENT OR AFFILIATE OF THE CONTRACTOR EITHER DIRECTLY OR THROUGH A LEASE AGREEMENT, OWES BACK TAXES TO THE CITY OF NEW HAVEN**

_____ **NEITHER THE CONTRACTOR NOR ANY OWNER, PARTNER, OFFICER, REPRESENTATIVE, AGENT OR AFFILIATE OF THE CONTRACTOR EITHER DIRECTLY OR THROUGH A LEASE AGREEMENT, HAS ANY OTHER OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN**

_____ **THE CONTRACTOR OR AN OWNER, PARTNER, OFFICER, REPRESENTATIVE, AGENT OR AFFILIATE OF THE CONTRACTOR OWES BACK TAXES AND HAS EXECUTED AN AGREEMENT, SATISFACTORY TO THE TAX COLLECTOR, TO PAY SAID BACK TAXES IN INSTALLMENT PAYMENTS AND THE PAYMENTS UNDER SAID AGREEMENT ARE NOT IN DEFAULT. THE AGREEMENT SHALL BE ATTACHED, AND INCORPORATED HEREIN BY REFERENCE.**

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				
5				

5. That as a person desiring to contract with the City:

(a) THE CONTRACTOR OR AN OWNER, PARTNER, OFFICER, REPRESENTATIVE, AGENT OR AFFILIATE OF THE CONTRACTOR PROVIDES, OR HAS PROVIDED, SERVICES OR MATERIALS TO THE CITY WITHIN ONE (1) YEAR PRIOR TO THE DATE OF THIS DISCLOSURE, IF NONE, STATE NONE. **USE ADDITIONAL SHEET IF NECESSARY (MUST BE ON COMPANY LETTERHEAD AND NOTARIZED):**

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				
5				

(b) THE CONTRACTOR POSSESSES AN OWNERSHIP INTEREST IN THE FOLLOWING BUSINESS ORGANIZATIONS, IF NONE, STATE NONE. **USE ADDITIONAL SHEET IF NECESSARY (MUST BE ON COMPANY LETTERHEAD AND NOTARIZED):**

Organization Name	Address	Type of Ownership		
1				
2				
3				
4				
5				

(c) THE FOLLOWING PERSONS POSSESS AN OWNERSHIP INTEREST IN THE CONTRACTOR. IF THE CONTRACTOR IS A CORPORATION, LIST ALL OF THE OFFICERS OF THE CORPORATION AND THE NAMES OF EACH STOCKHOLDER WHOSE SHARES EXCEED TWENTY-FIVE (25) PERCENT OF THE OUTSTANDING STOCK, IF NONE, STATE NONE. **USE ADDITIONAL SHEET IF NECESSARY (MUST BE ON COMPANY LETTERHEAD AND NOTARIZED):**

Name	Title	DOB	Stock %	
1				
2				
3				
4				
5				

(d) **OF** THE FOLLOWING OF THE AFFILIATES, INDIVIDUALS OR BUSINESS ENTITIES IDENTIFIED IN THIS AFFIDAVIT, LIST EACH THAT OWNS, OWNED, OR WITHIN ONE (1) YEAR PRIOR TO THE DATE OF THIS DISCLOSURE HAS OWNED, TAXABLE PROPERTY SITUATED IN THE CITY OF NEW HAVEN, IF NONE STATE NONE. **USE ADDITIONAL SHEET IF NECESSARY (MUST BE ON COMPANY LETTERHEAD AND NOTARIZED):**

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				
5				

(e) IF THE CONTRACTOR CONDUCTS BUSINESS UNDER A TRADE NAME, THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED: THE PLACE WHERE SUCH ENTITY IS INCORPORATED OR IS REGISTERED TO CONDUCT SUCH BUSINESS; AND THE ADDRESS OF ITS PRINCIPAL PLACE OF BUSINESS, IF NONE, STATE NONE:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		
5		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) _____
Title:

Subscribed and sworn to before me this _____ day of _____, _____.

(Title)
My commission expires _____, _____.

This Form Must be Notarized

FOR CITY OF NEW HAVEN USE ONLY:

TAX COLLECTOR CERTIFICATION AS TO THE CONTRACTOR:	ASSESSOR CERTIFICATION AS TO THE CONTRACTOR:
<input type="checkbox"/> NO BACK TAXES OWED	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
<input type="checkbox"/> NO AFFILIATES LISTED	<input type="checkbox"/> NO AFFILIATES LISTED
<input type="checkbox"/> NO BACK TAXES OWED	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
<input type="checkbox"/> OK TO PROCESS AGREEMENT	<input type="checkbox"/> OK TO PROCESS AGREEMENT
BY: _____ TAX COLLECTOR	BY: _____ ASSESSOR

VENDOR NAME	
BID/AGREEMENT TITLE	
BID NUMBER	
DEPARTMENT	
DEPARTMENT CONTACT	
TELEPHONE	

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 401

New Haven, Connecticut 06510

(203) 946-8201 - FAX (203) 946-8206

JOHN DeSTEFANO, JR.

Mayor



Michael V. Fumiatti

Purchasing Agent

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

State of _____ County of (_____) ss.

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of _____, the bidder/proposer that has submitted the attached bid/proposal. (Bidder/Proposer's name)

2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;

3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Haven or any person interested in the proposed Contract;

5. The price or prices quoted in the attached /Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder/proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. That no Alderman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

(Title) _____

My commission expires _____, _____.

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the Contractor agrees as follows:

- a. To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To post, in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- d. To state, in all solicitations or advertisement for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
- e. To send to each labor union representative of workers with whom it has a collective bargaining agreement, or other contract or understanding, a notice advising a labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- f. To utilize labor department and city sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- g. To take affirmative action to negotiate with qualified minority contractors for any work which may be proposed for subletting, or for any additional services, or work which may be required as a result of this contract;
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises;
- i. To furnish all information and reports required by the Contract Compliance Director pursuant to section 12 1/2 -1, 12 1/2-19 through section 12 1/2-32, 12 1/2-48 through 12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of subparagraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed

shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;

m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

n. That a finding, as hereinafter provided, of a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

1. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor, is in compliance with the provisions of the contract;

2. Refusal of all future RFPs for any public contract with the City of New Haven, or any of its departments or divisions, until such time the contractor or subcontractor, is in compliance with the provisions of the contract;

3. Cancellation of the public contract;

4. Recovery of specified monetary penalties;

5. In case of a substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided in for by the contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy herein outlined. (Ord. of 12-5-77).

IN WITNESS WHEREOF, on the _____ day of _____, _____, the contract has caused three counterparts of this Agreement to be executed and delivered.

WITNESS:

(Contractor)

(Signature)

By: _____
(Signature)

(Signature)

(Title)

City of New Haven
Current Workforce Certificate
Equal Opportunities

Bidder/Proposer : _____

Address _____

City, State _____

Zip Code _____

	<i>Racial Group</i>													
	<i>MALE</i>					<i>FEMALE</i>								
	W	AA	HA	H	O	W	AA	HA	H	O				TOTAL
	JOB CATEGORIES													
Officials & Managers														
Professionals														
Technicians														
Sales Force														
Office & Clerical														
Craftsmen (skilled)														
Operatives (semi-skilled)														
Laborers (unskilled)														
Service Workers														
Total														

Are you a disadvantaged business enterprise ?	Yes	<input style="width: 90%;" type="text"/>	No	<input style="width: 90%;" type="text"/>
Are you a women's business enterprise ?	Yes	<input style="width: 90%;" type="text"/>	No	<input style="width: 90%;" type="text"/>
Does your company have an affirmative action plan ?	Yes	<input style="width: 90%;" type="text"/>	No	<input style="width: 90%;" type="text"/>

W - White (Caucasian)	AA - African American
HA - Hispanic American	H - Handicapped
O - Other	